

General Terms and Conditions of Sonja Ruckstuhl Fotografie

1. Scope

1.1. These General Terms and Conditions ("GTC") apply to the business activities of Sonja Ruckstuhl Fotografie (hereinafter "Sonja Ruckstuhl Fotografie"). This includes, in particular:

1.2. all orders, offers, deliveries and services carried out by **Sonja Ruckstuhl Fotografie**. They also apply to the sale, rental or other contractual arrangements relating to photographic equipment and accessories.

1.3. all paid and unpaid services and products which **Sonja Ruckstuhl Fotografie**, as operator of its platform <https://www.sonjaruckstuhl.ch/>, offers or provides in connection with its clients. This also includes, in particular, consulting services and training and further education courses provided by **Sonja Ruckstuhl Fotografie**.

1.4. These GTC apply to the above-mentioned areas as well as to any further services which **Sonja Ruckstuhl Fotografie** provides directly or indirectly to the customer. They are published on the website <https://www.sonjaruckstuhl.ch/> in the version applicable at the time and will be handed to the customer in printed form upon request.

2. Conclusion of Contract

2.1. The contract is concluded when the customer accepts the offer of **Sonja Ruckstuhl Fotografie**, through the customer's order, or through the customer's acceptance of the delivery or service provided by **Sonja Ruckstuhl Fotografie**.

2.2. Within the scope of an ongoing business relationship, these GTC also apply without express approval to all future orders, offers, deliveries and services of **Sonja Ruckstuhl Fotografie**.

3. Remuneration and Prices

3.1. Remuneration and prices agreed between the parties are understood to be in Swiss francs, including value added tax. Surcharges for shipping costs and other additional services remain reserved.

3.2. **Sonja Ruckstuhl Fotografie** reserves the right to change remuneration and prices at any time. The remuneration and price information on the website <https://www.sonjaruckstuhl.ch/> or on separate price lists is not binding.

4. Payment

4.1. The customer is obliged to pay the invoiced amount within 30 days of the invoice date. Payment required by **Sonja Ruckstuhl Fotografie** at the time of ordering, whether by credit card or other means of payment, remains reserved.

4.2. If the invoice is not settled within the aforementioned payment period, the customer will be reminded without delay and placed in default. From the moment of default, the customer owes default interest at a rate of 5%. **Sonja Ruckstuhl Fotografie** is entitled to refuse to provide the service or deliver the product in the event of payment default.

4.3. **Sonja Ruckstuhl Fotografie** reserves the right to withdraw from the contract without further notice in the event of the customer's default.

4.4. **Sonja Ruckstuhl Fotografie** reserves the right to demand advance payment at any time without giving reasons.

4.5. Offsetting the invoiced amount against any claim the customer may have against **Sonja Ruckstuhl Fotografie** is not permitted.

5. Obligations of Sonja Ruckstuhl Fotografie

5.1. Subject to any agreement to the contrary, **Sonja Ruckstuhl Fotografie** fulfils its obligation by providing the agreed service or delivering the agreed product. Part of the services of **Sonja Ruckstuhl Fotografie** is provided online. For all other services, the place of business of **Sonja Ruckstuhl Fotografie** is deemed to be the place of performance, unless otherwise agreed.

5.2. **Sonja Ruckstuhl Fotografie** has the express right to engage assistants in order to fulfil its contractual obligations. It must ensure that the engagement of any assistant complies with the applicable legal requirements.

5.3. **Sonja Ruckstuhl Fotografie** accepts no liability for production information or availability and warranty details provided by manufacturers and suppliers.

6. Obligations of the Customer

6.1. The customer is obliged to exercise its rights only to the extent granted. The customer is fully responsible for the safekeeping of its access data and passwords. The customer is solely responsible for the content of the data and information entered.

6.2. By registering, the customer expressly declares that all information provided is true, up to date and in accordance with the rights of third parties, public morals and the law.

6.3. The customer is obliged to promptly take all measures required by **Sonja Ruckstuhl Fotografie** to provide the services. Depending on the circumstances, this includes providing the necessary information and documents.

7. Special Provisions for Photographic Assignments

7.1. Unless otherwise agreed between the parties, the artistic design of the photographic work lies at the discretion of **Sonja Ruckstuhl Fotografie**.

7.2. **Sonja Ruckstuhl Fotografie** is responsible for procuring the cameras and other equipment required to carry out the assignment.

7.3. The customer acknowledges that the image material supplied by the photographer constitutes work protected by copyright within the meaning of the Swiss Federal Act on Copyright and Related Rights of 9 October 1992.

7.4. Design proposals or concepts commissioned by the customer constitute independent services and are subject to separate remuneration.

7.5. Analogue and digitally produced images, in particular RAW files, remain the property of the photographer. The customer has no right of retention with respect to image material made available to it.

7.6. The customer must handle any image material made available to it with due care.

7.7. Complaints regarding the content, quality or condition of the image material must be reported within 5 working days of receipt. Otherwise, the image material is deemed to have been approved.

7.8. The customer is responsible for ensuring that the persons, objects and locations required to carry out the assignment are available and accessible.

7.9. It is the customer's responsibility to obtain the consent of the persons to be photographed, or of the persons entitled to the location, for the intended use of the image material, provided that the customer has designated the persons or locations to be photographed.

7.10. By accepting these GTC, the customer also confirms that it has unrestricted legal capacity and is of legal age. The customer expressly declares, by registering, that all information provided is true, up to date and in accordance with the rights of third parties, public morals and the law.

7.11. Upon delivery and payment for the work, the customer acquires a licence to use the photographic work within the agreed scope. The rights of use transferred are non-exclusive, cannot be transferred and are limited to the customer. The customer may not sub-license the rights to third parties.

7.12. **Sonja Ruckstuhl Fotografie** may, with the customer's consent, use the image material for its own advertising purposes, license it to third parties and name the customer as a reference.

7.13. Alterations to the image material for the purpose of creating a new copyright-protected work are only permitted with the prior written consent of **Sonja Ruckstuhl Fotografie**.

7.14. The image material may not be copied, re-enacted and photographed, or used as a motif within another image.

7.15. When using the work, the customer must, where customary, ensure appropriate attribution.

7.16. If the image material is used by **Sonja Ruckstuhl Fotografie** for its own purposes or licensed to third parties, **Sonja Ruckstuhl Fotografie** shall ensure that the depiction of persons, objects or locations does not infringe the rights of third parties.

8. Special Provisions for Reproductions and Print Orders

8.1. The customer warrants that, for all originals handed over to **Sonja Ruckstuhl Fotografie** for reproduction, it holds the right of reproduction and distribution and, in the case of portraits, the consent of the persons depicted to the publication, reproduction and distribution of the images. The customer bears any claims by third parties arising from a breach of this obligation or from an infringement of third parties' copyright or personality rights.

8.2. Colour differences compared to the original or the first prints may occur in reproductions, reorders and enlargements. Colour differences may also occur in photo prints and prints of any kind produced from a digital file. This does not constitute a defect in the work.

9. Retention of Title and Right of Use

Title to the products and the rights of use remain with **Sonja Ruckstuhl Fotografie** until the agreed prices and remuneration have been paid in full. Until that time, the customer may not dispose of the products and works, and in particular may neither use, sell, rent nor pledge them.

10. Liability

10.1. **Sonja Ruckstuhl Fotografie** shall only be liable, including for defects, for intentional acts and gross negligence. Liability for consequential and financial loss is excluded.

10.2. This limitation of liability (pursuant to clause 10.1) also applies to the conduct of employees and assistants of **Sonja Ruckstuhl Fotografie**.

10.3. **Sonja Ruckstuhl Fotografie** is not liable for the loss of stored data and digital photos. **Sonja Ruckstuhl Fotografie** provides no compensation for damage arising from the transfer of delivered data to a computer.

11. Intellectual Property Rights

11.1. All rights to the products, services and any trademarks belong to **Sonja Ruckstuhl Fotografie**, or it is entitled to use them by the rights holder.

11.2. Neither these GTC nor any related individual agreements entail the transfer of intellectual property rights, unless this is expressly stated.

12. Data Protection

12.1. **Sonja Ruckstuhl Fotografie** may process and use the data collected in connection with the conclusion of the contract to fulfil its contractual obligations.

12.2. **Sonja Ruckstuhl Fotografie** takes the measures required to secure data in accordance with statutory requirements. The customer expressly consents to the storage and contractual use of its data by **Sonja Ruckstuhl Fotografie** and is aware that **Sonja Ruckstuhl Fotografie** is obliged and entitled, on the order of courts or authorities, to disclose customer information to them or to third parties.

12.3. Unless expressly prohibited by the customer, **Sonja Ruckstuhl Fotografie** may use the data for marketing purposes and pass it on to its partners for advertising purposes.

12.4. Data required to perform the services may also be passed on to commissioned service partners or other third parties (including abroad).

12.5. The applicable data protection provisions apply in addition.

13. Amendments

These General Terms and Conditions may be amended by **Sonja Ruckstuhl Fotografie** at any time. The new version takes effect upon publication on the website of **Sonja Ruckstuhl Fotografie**.

14. Priority

14.1. These GTC take precedence over all older provisions and agreements. Only provisions from individual agreements that further specify the provisions of these GTC take precedence over these GTC.

14.2. Conflicting or deviating terms and conditions of the customer are not recognised unless **Sonja Ruckstuhl Fotografie** expressly agrees to their validity in writing.

15. Severability Clause

Should any provision of this agreement be or become invalid, the validity of the agreement shall otherwise remain unaffected. The contracting parties shall replace the invalid provision with a valid provision that comes as close as possible to the intended economic purpose of the invalid provision. The same applies to any gaps in the agreement.

16. Other Agreements

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17. Applicable Law / Place of Jurisdiction

17.1. The place of jurisdiction is the registered place of business of **Sonja Ruckstuhl Fotografie**. Mandatory places of jurisdiction remain reserved.

Swiss law applies, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).